IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.632 OF 2003
IN
SUMMARY SUIT NO.7063 OF 1999

Reliance Industries Ltd. ....Plaintiffs

V/s.

Sachitra Finvest Ltd. ....Defendants

Mr.C.S. Balsara with Mr.C.D. Patel i/b A.S.Dayal & Associates for the Plaintiffs.

Mr.B.G. Saraf i/b Prakash & Co. for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 7TH JUNE, 2005.

P.C. :

1. The suit is filed to recover the amounts lent and advanced to the Defendants by way of inter corporate loan. The Defendants admit having received the entire amount. The Defendants have executed a promissory note in respect thereof. In addition thereto, the Defendants have signed various documents annexed to the plaint unconditionally accepting their liability. Further they have promised to repay the said sum in instalments mentioned therein. Thus even assuming that the promissory note is inadequately

stamped, the Plaintiff's suit is maintainable as a Summary Suit.

2. The contention that the suit is barred by the provisions of Money Lenders' Act is covered in favour of the Plaintiff by a judgment of F.I. Rebello, J. in the case of - *Marine Container Services (India) Pvt.Ltd. v. Rushabh Precision Bearings Ltd., Company Cases Vol.106, 2001, page 108*.

3. There is no defence to the suit. The Defendants conduct is patently dishonest.

4. In the circumstances, the Summons for Judgment is made absolute and the suit is decreed as prayed.

5. Refund as per rules.

. For the purpose of refund of the court fees, the Prothonotary and Senior Master to act on an authenticated copy of this order.